

00-1121

(Do Not Write Above This Line)

RESOLUTION BY COMMUNITY DEVELOPMENT/  
HUMAN RESOURCES COMMITTEE

AUTHORIZING THE MAYOR TO ENTER INTO A LEASE  
AGREEMENT SO AS TO ALLOW RUTH C. BAILEY TO  
LIVE IN THE CARETAKER'S HOUSE ON THE DEPART-  
MENT OF PARKS, RECREATION AND CULTURAL  
AFFAIRS' PROPERTY AT 1357 MONTREAL AVENUE,  
S.W., RENT FREE IN EXCHANGE FOR SECURITY  
AND CARETAKER SERVICE, ON BEHALF OF THE  
DEPARTMENT OF PARKS, RECREATION AND CUL-  
TURAL AFFAIRS, BUREAU OF PARKS.

ADOPTED BY

AUG 07 2000

COUNCIL

SUBSTITUTE

- ☐ CONSENT REFER
- ☐ REGULAR REPORT REFER
- ☐ ADVERTISE & REFER
- ☐ 1st ADOPT 2nd READ & REFER
- ☐ PERSONAL PAPER REFER

Date Referred

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

First Reading

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Referred to \_\_\_\_\_

|                                                      |                                         |
|------------------------------------------------------|-----------------------------------------|
| Committee<br><i>CP/HJR</i>                           | Committee<br>_____                      |
| Date<br><i>8/2/00</i>                                | Date<br>_____                           |
| Chair<br><i>[Signature]</i>                          | Chair<br>_____                          |
| Action:<br><i>[Signature]</i>                        | Action:<br>_____                        |
| Fav, Adv, Hold (see rev. side)<br><i>[Signature]</i> | Fav, Adv, Hold (see rev. side)<br>_____ |
| Other:<br><i>[Signature]</i>                         | Other:<br>_____                         |
| Members<br><i>[Signature]</i>                        | Members<br>_____                        |
| Refer To<br>_____                                    | Refer To<br>_____                       |

|                                         |                                         |
|-----------------------------------------|-----------------------------------------|
| Committee<br>_____                      | Committee<br>_____                      |
| Date<br>_____                           | Date<br>_____                           |
| Chair<br>_____                          | Chair<br>_____                          |
| Action:<br>_____                        | Action:<br>_____                        |
| Fav, Adv, Hold (see rev. side)<br>_____ | Fav, Adv, Hold (see rev. side)<br>_____ |
| Other:<br>_____                         | Other:<br>_____                         |
| Members<br>_____                        | Members<br>_____                        |
| Refer To<br>_____                       | Refer To<br>_____                       |

FINAL COUNCIL ACTION

☐ 2nd ☐ 1st & 2nd ☐ 3rd  
Readings  
☒ Consent ☐ V Vote ☐ RC Vote

CERTIFIED

CERTIFIED  
AUG 7 2000  
*[Signature]*

CERTIFIED  
AUG 07 2000  
*[Signature]*  
MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

AUG 13 2000

*[Signature]*  
MAYOR

CITY COUNCIL  
ATLANTA, GEORGIA

**SUBSTITUTE  
RESOLUTION BY COMMUNITY DEVELOPMENT/  
HUMAN RESOURCES COMMITTEE**

00-R-1121

AUGUST 7, 2000

**AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT SO AS TO ALLOW RUTH C. BAILEY TO LIVE IN THE CARETAKER'S HOUSE ON THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS' PROPERTY AT 1357 MONTREAT AVENUE, S.W., RENT FREE IN EXCHANGE FOR SECURITY AND CARETAKER SERVICE, ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS, BUREAU OF PARKS.**

**Whereas**, the City of Atlanta, Department of Parks, Recreation and Cultural Affairs, Bureau of Parks desires to enter into a lease agreement for the purpose of securing a caretaker and security services at the property located at 1357 Montreat Avenue, S.W., and known as the Montreat property; and

**Whereas**, a selection process was set up whereby all employees of the Department of Parks, Recreation and Cultural Affairs had an opportunity to apply to live in the Caretaker's house at the Montreat property; and

**Whereas**, Ruth C. Bailey a City of Atlanta employee who works within the Bureau of Parks was chosen from a list of eligible applicants, and has consented to provide said caretaker/security services in lieu of rent, principally eight (8) hours per week; and

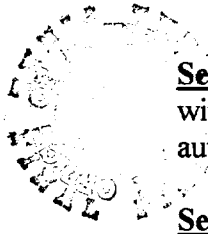
**Whereas**, Ruth C. Bailey shall provide caretaker/security services seven (7) days a week for a period of three (3) years, with one option to renew for a period of one (1) year; and

**Whereas**, in accordance with Code Section 2-6, Lease of city owned houses to certain public officers and other employees, the last appraisal report/valuation analysis for said property list the fair market rental rate as \$450.00 per month; and

**Whereas**, past experience has proven that a live-in caretaker is an effective deterrent to vandalism at other locations throughout the system.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA**, as follows:

**Section 1:** That the Mayor be and is hereby authorized to enter into a lease agreement with Ruth C. Bailey a Bureau of Parks employee on behalf of the City of Atlanta, to provide caretaker/security services at 1357 Montreat Avenue, S.W., in lieu of rent, seven (7) days per week, principally eight (8) hours per week.



**Section 2:** That the term for this lease agreement shall be for a period of three (3) years with the option to renew in writing for a one (1) year period. The lease agreement shall automatically terminate should Ms. Bailey cease to be a City employee.

**Section 3:** That the City Attorney be and is hereby directed to prepare an appropriate lease agreement for execution by the Mayor, to be approved by the City Attorney as to form.

**Section 4:** That this lease agreement shall not become binding on the City, and that the City shall incur no liability upon the same until such lease agreement has been fully executed by the Mayor and delivered to the Caretaker, Ruth C. Bailey.

A true copy,

*Phonda Daughlin Johnson*  
Municipal Clerk, CMC

ADOPTED by the Council  
APPROVED by the Mayor

AUG 07, 2000  
AUG 13, 2000



STATE OF GEORGIA

COUNTY OF FULTON

**MONTREAT HOUSE CARETAKER LEASE AGREEMENT**

This Lease Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2000, by and between the City of Atlanta, a municipal corporation of the State of Georgia hereinafter referred to as the "City", and Ruth C. Bailey hereinafter referred to as "Caretaker".

**WITNESSETH:**

**Whereas,** the City has incurred heavy losses due to vandalism in areas where no caretaker lived and is desirous of hiring an on-site caretaker to deter same; and

**Whereas,** a caretaker's house exists at 1357 Montreat Avenue, S.W., Atlanta, Georgia, (known as the Montreat property); and

**Whereas,** by Resolution adopted by the Atlanta City Council, Atlanta, Georgia, on the \_\_\_\_\_, day of \_\_\_\_\_, 2000, and approved by the Mayor on the \_\_\_\_\_, day of \_\_\_\_\_, 2000, hereto marked as Exhibit "A" and made a part hereof by reference, the Mayor is authorized to enter into an appropriate Lease Agreement with said Caretaker to perform the appropriate caretaker/security services; and

**Whereas,** in accordance with the Code of Ordinances of the City of Atlanta, Section 2-6, Lease of city owned houses to certain public officers and other employees the last appraisal report/valuation analysis for said property list the fair market value rental rate as \$450.00 per month.

**NOW, THEREFORE,** in consideration of the premises and mutual covenants hereinafter contained, it is agreed between the parties hereto as follows:

1.

The Caretaker does hereby agree:

- a. To reside in the Caretaker's house located on the premises at 1357 Montreat Avenue, S.W., Atlanta, Georgia;
- b. To provide security watch over the caretaker's premises at the Montreat property, seven (7) days a week and to notify police, fire and other emergency services units as necessary;

- c. To provide custodial and minor maintenance services for a maximum of eight (8) hours per week, without said services constituting overtime work;
- d. That all hours worked subject to item "c" above will be designated by the caretaker's immediate supervisor, Ms. Sharie Haney, the Southwest District Area Supervisor;
- e. To make any necessary minor repairs to the City owned structure located on said premises;
- f. To perform routine yard and custodial maintenance on the premises and minor repairs to the house, fences and gates, where applicable;
- g. To pay for all utility services related to the caretaker's house, to provide janitorial services to keep the house and immediate grounds clean and sanitary during the week and on week-ends;
- h. To perform any other duties relative to the provision of caretaker services that may be imposed by the City from time to time;
- i. To have an operating telephone on-site at all times.

2.

The City agrees to allow the Caretaker to live rent-free in the caretakers' residence located at 1357 Montreat Avenue, S.W., during the term of this Lease Agreement as consideration for the services to be performed hereunder and in accordance with the Fair Labor Standards Act.

3.

The Caretaker agrees to protect, hold harmless the City, its officers, agents and employees from any and all claims, demands, actions, causes of action, suits, damages, loss and expenses of whatever kind or nature to any person or to any property for anything that may occur in and about the caretaker house by the Caretaker on account of the services or on account of any negligence on the part of the Parks Caretaker.

4.

The term of this Lease Agreement shall be for a period of three (3) years from the date of its execution. Provided, however, that at the expiration of the initial term, and in consideration of the mutual benefits to both the City and the Caretaker, this Lease Agreement may be renewed in writing for a period not to exceed one (1) year under the same terms and conditions, by mutual consent of both parties. Provided further, that either party hereto may terminate this Lease Agreement upon giving of at least thirty (30)



days written notice to the other of such intent to terminate. The lease agreement shall automatically terminate should Ms. Bailey cease to be a City employee.

5.

The parties agree that the term of this Lease Agreement as contained herein, shall constitute the whole and entire agreement between them. No changes which may be mutually agreed upon by and between the City and the Caretaker shall be effective and enforceable until and unless a written amendment to this Lease Agreement has been executed by both parties.

6.

It is understood and agreed upon by the Caretaker and the City that this Lease Agreement shall not become binding upon the City, and the City shall incur no liability upon same until the Lease Agreement has been executed by the Mayor and delivered to the Caretaker.

7.

Both parties agree and understand that no subleasing of this facility is allowed or acceptable, under any circumstances. Failure by the Caretaker to adhere to this provision shall serve as an automatic violation of this Lease Agreement and will give the City grounds for terminating the Lease Agreement.

8.

It is further understood that no gambling of any kind will be conducted at this facility.

9.

It is understood by the Caretaker that this house is a City of Atlanta property, located in a highly visible location and as a result her private life can become very public, thus, the Caretaker agrees to behave accordingly. Absolutely no illegal, loud, disruptive, unruly or suspicious activity will be tolerated on the premises.

**IN WITNESS WHEREOF**, the City by and through its duly authorized officers and Ruth C. Bailey have executed this Lease Agreement the day and year first above written.

**ATTEST:**

**CITY OF ATLANTA:**

\_\_\_\_\_  
Municipal Clerk

\_\_\_\_\_  
Mayor (SEAL)

**ATTEST:**

**CARETAKER:**

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Ruth C. Bailey

**APPROVED:**

**RECOMMENDED:**

\_\_\_\_\_  
Acting Commissioner, Department of Parks, Recreation and Cultural Affairs

\_\_\_\_\_  
Chief Operating Officer

**APPROVED AS TO FORM:**

**APPROVED:**

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Director, Bureau of Purchasing and Real Estate

**APPROVED AS TO INTENT:**

**APPROVED:**

\_\_\_\_\_  
Director, Bureau of Parks

\_\_\_\_\_  
Chief Financial Officer, Department Of Finance

RCS# 2153  
8/07/00  
4:06 PM

# Atlanta City Council

## Regular Session

CONSENT 1

Pages 1-15 KP

Adopt

YEAS: 13  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 2  
EXCUSED: 0  
ABSENT 1

SEE ATTACHED LISTING OF  
ITEMS ADOPTED/ADVERSED  
ON CONSENT AGENDA

NV McCarty  
Y Starnes  
Y Bond  
Y Winslow

Y Dorsey  
Y Woolard  
Y Morris  
Y Muller

Y Moore  
Y Martin  
Y Maddox  
Y Boazman

Y Thomas  
B Emmons  
Y Alexander  
NV Pitts

ITEM (S) REMOVED FROM  
CONSENT AGENDA  
00-O-1102  
00-R-1197  
00-R-1106  
00-R-1123  
00-R-0721



| 08/07/00 Council Meeting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ITEMS ADOPTED<br>ON CONSENT<br>AGENDA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ITEMS ADOPTED<br>ON CONSENT<br>AGENDA                                                                                                                                                                                                                                                                                                                                                               | ITEMS ADVERSED<br>ON CONSENT<br>AGENDA                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 1. 00-O-1009<br>2. 00-O-1010<br>3. 00-O-1011<br>4. 00-O-1012<br>5. 00-O-1079<br>6. 00-O-0834<br>7. 00-O-1065<br>8. 00-O-1004<br>9. 00-O-1112<br>10. 00-R-1139<br>11. 00-R-1140<br>12. 00-R-1141<br>13. 00-R-1142<br>14. 00-R-1144<br>15. 00-R-1204<br>16. 00-R-1208<br>17. 00-R-1209<br>18. 00-R-1210<br>19. 00-R-1106<br>20. 00-R-1146<br>21. 00-R-1147<br>22. 00-R-1194<br>23. 00-R-1203<br>24. 00-R-1205<br>25. 00-R-1212<br>26. 00-R-1213<br>27. 99-R-1145<br>28. 99-R-1932<br>29. 00-R-1108<br>30. 00-R-1110<br>31. 00-R-1129<br>32. 00-R-1130<br>33. 00-R-1131<br>34. 00-R-1134<br>35. 00-R-1206<br>36. 00-R-1121<br>37. 00-R-0329<br>38. 00-R-1136<br>39. 00-R-1137<br>40. 00-R-1138 | 41. 00-R-1175<br>42. 00-R-1176<br>43. 00-R-1177<br>44. 00-R-1178<br>45. 00-R-1179<br>46. 00-R-1180<br>47. 00-R-1181<br>48. 00-R-1182<br>49. 00-R-1183<br>50. 00-R-1184<br>51. 00-R-1185<br>52. 00-R-1186<br>53. 00-R-1187<br>54. 00-R-1188<br>55. 00-R-1189<br>56. 00-R-1190<br>57. 00-R-1191<br>58. 00-R-1192<br>59. 00-R-1193<br>60. 00-R-1199<br>61. 00-R-1200<br>62. 00-R-1201<br>63. 00-R-1202 | 64. 00-R-1148<br>65. 00-R-1149<br>66. 00-R-1150<br>67. 00-R-1151<br>68. 00-R-1152<br>69. 00-R-1153<br>70. 00-R-1154<br>71. 00-R-1155<br>72. 00-R-1156<br>73. 00-R-1157<br>74. 00-R-1158<br>75. 00-R-1159<br>76. 00-R-1160<br>77. 00-R-1161<br>78. 00-R-1162<br>79. 00-R-1163<br>80. 00-R-1164<br>81. 00-R-1165<br>82. 00-R-1166<br>83. 00-R-1167<br>84. 00-R-1168<br>85. 00-R-1169<br>86. 00-R-1170<br>87. 00-R-1171<br>88. 00-R-1172<br>89. 00-R-1173<br>90. 00-R-1174 |